The terms assurance and conveyance are regarded by many as convertible and synonymous terms. *State* v. *Farrand,* 8 N. J. Law 410. And the term conveyance has generally been held to include a mortgage. *Picket* v. *Buckner,* 45 Miss. 226; *Rowell* v. *Williams,* 54 Wis. 639; and, especially, is this true in those states where the legal theory of the mortgage prevails. *Patterson* v. *Jones,* 89 Ala. 388; *People* v. *Roche,* 124 Ill. 15. And in most states where the equitable theory is held. *Decker* v. *Boice,* 83 N. Y. 220; *Burns* v. *Berry,* 42 Mich. 176. In Kansas, it has been held that a mortgage is a conveyance under the pre-emption law. *Brewster* v. *Madden,* 15 Kan. 249. The same has been held under the U. S. bankruptcy statute. *Bingham* v. *Frost,* Fed. Cas. 1413. Also under the married women's acts requiring joinder of the husband in a conveyance. *Babcock* v. *Hoey,* 11 Ia. 375. The term conveyance seems to be used by lawyers habitually and in a popular sense to include any transfer legal or equitable. *Adams* v. *Hopkins,* 144 Cal. 19. The principal case may be upheld, perhaps, on the ground that the statute being penal will be strictly construed in favor of the defendant. *People* v. *Cox,* 45 Cal. 342. *Harral* v. *Leverty,* 50 Conn. 46.

MUNICIPAL CORPORATIONS—INTERURBAN CARS AS AN ADDITIONAL SERVITUDE.—In an action brought by an electric railroad company against a steam railway company to restrain the latter from preventing the former from crossing its tracks, one of the defenses was that the interurban line was an increased servitude on the street and it had no right to cross the defendant's right of way without a grant or condemnation. *Held,* that the use of the streets by the interurban line was not an additional burden on the fee and to cross the right of way on the street was but an exercise of the public right of passage. *Michigan Cent. R. Co. et al* v. *Hammond W. & E. C. Electric Ry. Co.* (1908). — Ind. App. —, 83 N. E. Rep. 650.

Whether the interurban railway is a "commercial" road or not, and, if it is, what its rights or liabilities may be is a question of considerable interest and doubt. It is briefly considered in 6 MICH. LAW REV., 84 and 174. The principal case is the latest of several recent cases in which the Indiana courts have consistently held such roads to be but an extension of the proper use of the streets and highways by urban carlines and in no way to be an additional servitude. At an early date horse cars were properly held not to be an increased burden. *Eichels* v. *Evansville,* 78 Ind. 261. Then, under facts similar to those in the principal case, the same was held as to an electric street railway, although the court seriously doubted the "soundness of the rule." *Chicago, etc. R. Co.* v. *Whiting,* 139 Ind. 297. In *Mordhurst* v. *Ft. Wayne, etc. Co.,* 163 Ind. 268, an injunction was sought to restrain the construction and operation of an interurban line. It was held that no rights of an abutting owner were invaded since such a line was not an additional servitude but, by way of dictum, that damages might be recovered for any special injury which might later follow. In *Kinsey* v. *Union Tr. Co.* (1907), — Ind. —, 81 N. E. Rep. 922, it was held, two of the court dissenting, that although such roads were "commercial" railways, yet that did not justify the holding that they were an increased burden on the fee, for which abutting owners

could recover damages. *McClary* v. *Babcock* (1907), — Ind. —, 82 N. E. Rep. 453, decided that all roads might be put on the same footing by statute. In *South Eastern, etc. Co.* v. *Evansville, etc. Co.* (1907), — Ind. —, 82 N. E. Rep. 765, it was held that the interurban line had the right to cross the steam railway on a street or road, as either could be put to all proper uses, and the interurban car was such a use. WATSON, J., in the principal case was careful to limit the doctrine to the facts presented. The right of an abutting landowner to recover damages for injury to his property by the construction or operation of an interurban line, he held to be another question, and an open one in that state.

MUNICIPAL CORPORATIONS—SPECIAL ASSESSMENTS ON STREET RAILWAYS.—Under a statute providing for the levy of assessments for street improvements upon the "lots, blocks, tracts and parcels of land" specially benefitted, commissioners of the city of Seattle assessed the "right of way and trackage" of the Seattle Electric Company. *Held,* (ROOT, J., dissenting), that the street car company had no interest in the street answering the description of "lots, blocks, tracts and parcels" since the fee was in the abutting owners and the company had a mere easement. *City of Seattle* v. *Seattle Electric Company* (1908), — Wash. —, 94 Pac. Rep. 194.

The question involved is not free from doubt. Various statutes, charters and ordinances, differing one from another, add to the uncertainty. Street railways have been held liable or made so by ordinance in the following cases: *North Beach R. Co.'s Appeal,* 32 Cal. 500; *New Haven* v. *Fair Haven, etc. Co.,* 38 Conn. 422; *Chicago* v. *Baer,* 41 Ill. 306; *Kuehner* v. *Freeport,* 143 Ill. 92; *Lightner* v. *Peoria,* 150 Ill. 80; *Shreveport* v. *Prescott,* 51 La. Ann. 1895. On the other hand it has been held that they are not liable for such assessments, nor can they be made so. *Boehme* v. *Monroe,* 106 Mich. 401; *People ex rel. Davidson* v. *Gillon,* 126 N. Y. 147; *New York* v. *Eighth Ave. R. Co.,* 7 App. Div. 84, 39 N. Y. Supp. 959; *Davis* v. *Newark,* 54 N. J. L. 144; *Philadelphia* v. *Philadelphia, etc.,* Co., 177 Pa. 379. As a general rule such companies may be required to pave between the tracks or for a reasonable distance outside of them, and they may be assessed when the city is forced to do the work. *State, etc.* v. *Hoboken,* 14 N. J. L. 71; *New York* v. *Second Ave. Co.,* 102 N. Y. 572; *Harrisburg* v. *Harrisburg Pass. Co.,* 1 Pearson (Pa.) 298. By charter or contract this duty may be extended even to the extent of having to pave the whole street. *Philadelphia* v. *Thirteenth, etc. Co.,* 169 Pa. 269; *Brick, etc. Co.* v. *Hull,* 49 Mo. App. 433. When paving is done as required by the charter or a contract it is in lieu of a special assessment. *West Chicago R. Co.* v. *Chicago,* 178 Ill. 339. Where the statutes only authorize assessments on "lands," "buildings," "houses," "lots," "blocks," or "parcels," the general rule relieves the street railway from any burden. This is especially true where the company does not own the fee in the street, but has only an easement. *Koons* v. *Lucas,* 52 Ia. 177; *State* v. *County Dist. Co.,* 31 Minn. 354; *People ex rel. Davidson* v. *Gillon* (supra); *Oshkosh City R. Co.* v. *Winnebago County,* 89 Wis. 435. Opposed to this view is the dictum in *Storrie* v. *Houston Co.,* 92 Tex. 129, and the cases of *New Haven* v. *Fair Haven, etc.,*